

Project Number: XXXXXXXX

Pin Number: XXXXX

## INTERLOCAL AGREEMENT

for the reimbursement of

### Uniformed Law Enforcement Officers in Construction Work Zones

This Interlocal Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ City/County ("\_\_\_\_\_"), and the Utah Department of Transportation ("UDOT"). These Public Agencies are hereafter collectively referred to as the "Parties."

#### **RECITALS**

WHEREAS, the Parties are authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code (the "Act"), to enter into agreements that enable them to make the most efficient use of their resources; and

WHEREAS, UDOT wishes to utilize Uniformed Law Enforcement Officers from \_\_\_\_\_ for the purposes of providing presence and enforcement in Construction work zones to increase safety for traveling motorists and workers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and from which the Parties intend to derive mutual benefits, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. PROJECT DEFINED. UDOT shall construct project (project name, number and description):
2. LOCAL LEAD AGENCY. UDOT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.
3. REQUIRED TRAINING. As of July 1, 2015, UDOT will only compensate other parties to this Agreement for the use of uniformed law enforcement officers that have

successfully completed the approved course on the Safe and Effective Use of Law Enforcement in Work Zones.

4. FUNDING. UDOT will reimburse \_\_\_\_\_ at the rate of \$\_\_\_\_\_ per hour per officer requested by UDOT and provided by \_\_\_\_\_ with an agreed upon 2 hr minimum charge. The total costs of the reimbursement shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ hrs. All funds allocated by UDOT will be paid through UDOT for payment of \_\_\_\_\_ city/county invoices.

5. COORDINATION. The Parties shall keep each other informed of substantive or material communications and activities related to the Project.

6. CHANGES. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties and shall be incorporated as amendments to this Agreement.

7. RECORDS. The Parties understand that disclosure of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act.

8. TERMINATION FOR CAUSE. A Party may terminate this Agreement for cause if any other Party fails to fulfill its obligations under this Agreement in a timely and proper manner.

9. TERMINATION FOR CONVENIENCE. A Party may terminate this Agreement at any time for any reason by giving at least thirty (30) calendar days prior notice in writing to the other parties. Terminating Parties must satisfy all their obligations under this Agreement.

10. INTERLOCAL COOPERATION ACT REQUIREMENTS. To satisfy the requirements of the Act the Parties agree as follows:

(a) This Agreement shall be authorized by resolution of the legislative body of each public Party pursuant to Section 11-13-202.5 of the Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Act;

(c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Act;

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each public entity. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

IN WITNESS WHEREOF, the above-identified Parties have entered into this Agreement effective the date first set forth herein.

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT for the reimbursement of  
**Uniformed Law Enforcement Officers in Construction Work Zones**

\_\_\_\_\_ City / County

**NAME:**

Title

Date: \_\_\_\_\_

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SIGNATURE PAGE FOR INTERLOCAL AGREEMENT for the reimbursement of  
**Uniformed Law Enforcement Officers in Construction Work Zones**

UTAH DEPARTMENT OF TRANSPORTATION

**NAME:**

UDOT Project Director

Date: \_\_\_\_\_

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SIGNATURE PAGE FOR INTERLOCAL AGREEMENT for the reimbursement of  
**Uniformed Law Enforcement Officers in Construction Work Zones**

UTAH DEPARTMENT OF TRANSPORTATION

**NAME:**

Region Director

Date: \_\_\_\_\_

Approved as to Form:  
JWP Created on 10/23/2014